

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 000028-TL

In the Matter of

PETITION BY BELLSOUTH
TELECOMMUNICATIONS, INC. FOR
WAIVER OF RULES 25-4.107, 25-4.108,
AND 25-4.113, F.A.C., WHICH
REQUIRES PROVISION OF BASIC
TELECOMMUNICATIONS SERVICE TO
CERTAIN LOCATIONS AND PERSONS.



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PROCEEDINGS: HEARING

BEFORE: CHAIRMAN LILA A. JABER
COMMISSIONER J. TERRY DEASON
COMMISSIONER MICHAEL A. PALECKI

DATE: Monday, February 4, 2002

TIME: Commenced at 9:30 a.m.
Concluded at 11:37 a.m.

PLACE: Betty Easley Conference Center
Room 148
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: JANE FAUROT, RPR
Chief, Office of Hearing Reporter Services
FPSC Division of Commission Clerk and
Administrative Services
(850) 413-6732

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1 APPEARANCES:

2 NANCY B. WHITE, JAMES MEZA, III, and R. DOUGLAS
3 LACKEY, c/o Nancy Sims, 150 South Monroe Street, Suite 400,
4 Tallahassee, Florida 32301, appearing on behalf of BellSouth
5 Telecommunications, Inc.

6 ANTHONY PARKS, Post Office Box 812283,
7 Boca Raton, Florida 33481, appearing pro se.

8 PATTY CHRISTENSEN, Florida Public Service
9 Commission, Division of Legal Services, 2540 Shumard
10 Oak Boulevard, Tallahassee, Florida 32399-0870,
11 appearing on behalf of the Commission Staff.

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I N D E X

WITNESSES

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CHAIRMAN JABER: Counsel, read the notice.

MS. CHRISTENSEN: By notice issued January 14th, 2002, this time and place have been set for a hearing in Docket Number 000028-TL, petition by BellSouth Telecommunications, Inc. for waiver of Rules 25-4.107, 25-4.108, and 25-4.113, Florida Administrative Code, which requires the provision of basic telecommunications service to certain locations and persons. The purpose of the hearing -- of this hearing is as set forth in the notice.

CHAIRMAN JABER: Let's take appearances.

MR. MEZA: Jim Meza on behalf of BellSouth.

MS. CHRISTENSEN: Patricia Christensen on behalf of the Commission.

CHAIRMAN JABER: Ms. Christensen, I understand that you have been contacted by Mr. Anthony Parks and he has had a delay in attending the hearing. Do you want to update the rest of the Commissioners, please?

MS. CHRISTENSEN: Certainly. My office received a message from Mr. Parks this morning stating that he would be a half-hour to 45 minutes late, apparently due to the fact that his briefcase did not arrive on the same plane that he did. So he called and left that message. I did not speak with him directly, but that was left with one of our secretaries this morning. And I left a message on his cellphone to let him know

1 we received his message.

2 CHAIRMAN JABER: Commissioners, I am inclined to go
3 ahead and take a 45-minute break, reconvene at 10:15 to allow
4 Mr. Parks an opportunity to arrive. At 10:15 we will reconvene
5 with or without Mr. Parks.

6 COMMISSIONER DEASON: Let me make sure, the message
7 from Mr. Parks was that he would be delayed 30 to 45 minutes at
8 the most?

9 MS. CHRISTENSEN: That is correct; that is my
10 understanding.

11 COMMISSIONER DEASON: So if we reconvene, then, at
12 10:15 we should be fine?

13 MS. CHRISTENSEN: That would be my understanding.

14 CHAIRMAN JABER: That's what we will do, we will
15 reconvene at 10:15.

16 Thank you, Ms. Christensen.

17 (Off the record.)

18 CHAIRMAN JABER: We will reconvene the hearing. And
19 I will swear in witnesses and then we will make sure we have
20 all the appearances we need to have. So those in the room that
21 have prefiled testimony, go ahead and stand and raise your
22 right hand.

23 (Witnesses collectively sworn.)

24 CHAIRMAN JABER: Thank you. All right. Mr. Parks,
25 where we were -- let's see, we convened the hearing at 9:30, we

1 took Mr. Meza's appearance, which is just stating his name and
2 address for the record, so -- I'm sorry?

3 MR. PARKS: (Inaudible. Microphone not on.)

4 CHAIRMAN JABER: Yes. Turn on the button. That
5 button right there. There you go. And talk into the
6 microphone, let's test it.

7 MR. PARKS: Testing.

8 CHAIRMAN JABER: That's it. Okay.

9 MR. PARKS: I've got it.

10 CHAIRMAN JABER: And now that you are here, go ahead
11 and state your name.

12 MR. PARKS: My name is Anthony Parks.

13 CHAIRMAN JABER: All right. And go ahead and give
14 your address for the record.

15 MR. PARKS: My current address is 6755 Montego
16 Boulevard in Boca Raton.

17 CHAIRMAN JABER: Thank you. This is the part of the
18 proceeding where we allow the company or the parties to bring
19 on their witnesses to the stand and testify. Now, I want to
20 clarify with you, as we did in the prehearing conference, you
21 may recall I made sure that you understood that you will be
22 able to cross-examine the BellSouth witnesses. Now, it is my
23 understanding that -- it is my understanding that the witnesses
24 are going to appear as a panel.

25 MR. MEZA: That is correct.

1 CHAIRMAN JABER: Now, Ms. Christensen, don't let me
2 skip anything, but it is my intention to go ahead and call up
3 the witnesses and let them begin their testimony.

4 MS. CHRISTENSEN: Well, staff notes that the exhibit
5 filed by BellSouth in its prefiled testimony was granted
6 confidential classification pursuant to Order Number PSC
7 010723-TL that was issued March 23rd, 2001, and we would
8 request that the presiding officer remind the parties and the
9 witnesses to avoid verbalizing the confidential information in
10 such a way that would compromise the confidential information
11 as required by the prehearing order.

12 CHAIRMAN JABER: Yes. Let me remind the witnesses
13 and counsel and Mr. Parks. The information that is contained
14 in Exhibit Number 1 to the prefiled testimony is confidential.

15 Mr. Parks, what that means is that you can't reveal
16 in your questions the actual information. You could ask around
17 it. You could say -- and I don't have the actual exhibit in
18 front of me, but, for example, you could say the information as
19 contained on Line 1, and ask your question. You need to be
20 very careful not to reveal the actual content of the
21 information. And in asking the questions if you need
22 clarification from BellSouth counsel, we can take a break and
23 allow that to happen. All right?

24 MR. PARKS: Okay. Fine.

25 MR. MEZA: Chairman Jaber, I just have one point of

1 clarification, and that is Mr. Parks on Friday filed another
2 motion to continue, and I don't know if that has been addressed
3 or resolved.

4 CHAIRMAN JABER: Ms. Christensen, it is my
5 understanding that my order addresses the motion for
6 continuance up to the one that was filed Friday evening. Do
7 you need to correct me?

8 MS. CHRISTENSEN: No, that is correct. The one that
9 was filed prior in the week we addressed through the motion,
10 however, Mr. Parks did file about three o'clock on Friday
11 afternoon a renewed motion to continue, I believe, based on
12 bankruptcy. And Mr. Meza has also filed his response and we
13 have not addressed that motion.

14 CHAIRMAN JABER: Okay. So that is outstanding.

15 Mr. Parks, you filed a motion alleging that the
16 bankruptcy proceeding --

17 MR. PARKS: Yes. What happened was my attorney filed
18 a motion to dismiss that early on last week. And Mr. Meza and
19 I in a conversation said the judge might have granted it. I
20 don't know, as of Friday morning I know he didn't, but I didn't
21 check Friday afternoon. And if he has an order saying that,
22 then -- I don't know the answer to that question.

23 CHAIRMAN JABER: Well, you're here, BellSouth is
24 here, the three Commissioners are here, we are going to move
25 forward.

1 MR. PARKS: I have no problems. I would rather not
2 have to come back, to be quite frank with you.

3 CHAIRMAN JABER: All right. So for purposes of the
4 record that renewed motion for a continuance is denied.

5 MR. PARKS: Fine.

6 CHAIRMAN JABER: All right. Let's get started. Mr.
7 Meza, call your witnesses.

8 MR. MEZA: BellSouth would like to call Nancy Sims
9 and Patricia Shields.

10

- - - - -

11

NANCY SIMS AND PATRICIA SHIELDS

12

was called as a witness on behalf of BellSouth
13 Telecommunications, Inc., and, having been duly sworn,
14 testified as follows:

15

DIRECT EXAMINATION

16

BY MR. MEZA:

17

Q Would the both of you please state your name and
18 address for the record?

19

A (By Ms. Shields) Patricia Shields, 150 West Flagler
20 Street, Miami Florida.

21

A (By Ms. Sims) Nancy Sims, 150 South Monroe Street,
22 Suite 400, Tallahassee, Florida.

23

Q By whom are each of you employed?

24

A (By Ms. Shields) BellSouth.

25

A (By Ms. Sims) BellSouth Telecommunications.

1 Q Have you previously caused to be prepared and
2 prefiled in this case direct panel testimony?

3 A (By Ms. Shields) Yes.

4 A (By Ms. Sims) Yes.

5 Q Do you have any substantive additions, corrections,
6 or changes that you would like to make to that testimony?

7 A (By Ms. Shields) Yes, I do. On Item Number 16, on
8 the check page, which is the copies of the checks, instead of
9 the information being Number 16, it should state Number 17.
10 I'm sorry.

11 MR. PARKS: I have no idea what document she is
12 referring to.

13 CHAIRMAN JABER: Hang on a second, Mr. Parks.
14 Are you looking at your testimony, Ms. Shields?

15 WITNESS SHIELDS: I'm looking at the confidential,
16 I'm sorry. The proprietary information. The exhibit in the
17 back we have copies of the canceled checks, which was page --

18 MR. PARKS: I'm not in possession of that.

19 CHAIRMAN JABER: Hang on, Mr. Parks. The court
20 reporter can only record one person at a time.

21 MR. PARKS: My apologies.

22 CHAIRMAN JABER: Let's do this, Ms. Shields. Are
23 there any changes to your prefiled testimony, any corrections
24 there?

25 WITNESS SHIELDS: No.

1 CHAIRMAN JABER: Ms. Sims, any corrections there?

2 WITNESS SIMS: No.

3 CHAIRMAN JABER: All right. The prefiled direct
4 testimony of Nancy H. Sims and Patricia K. Shields will be
5 inserted into the record as though read.

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1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 TESTIMONY OF NANCY H. SIMS AND PATRICIA K. SHIELDS
3 AS A PANEL
4 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
5 DOCKET NO. 000028-TP
6 JANUARY 10, 2001
7

8 Q. FOR EACH OF THE WITNESSES ON THE PANEL, PLEASE STATE
9 YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR POSITION
10 WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH").
11

12 A. My name is Nancy H. Sims. My business address is 150 So. Monroe
13 St., Suite 400, Tallahassee, Florida 32301. I am Director of Regulatory
14 Relations for BellSouth's Florida operations. I have served in my
15 present position since 1994.
16

17 My name is Patricia K. Shields. My business address is 150 W.
18 Flagler St., Miami, Florida. I am a Manager in the Executive Appeals
19 Office and have served in my present position since 1990.
20

21 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.
22

23 A. **Nancy H. Sims**

24 I graduated from North Carolina State University in 1971 with a
25 Bachelor of Science Degree. In 1973 I was employed by Southern

1 Bell as an Outside Plant Forecaster in Charlotte, North Carolina.
2 Since that time I have held various positions with the Company, which
3 included responsibility for pricing and tariffing of a variety of local
4 exchange and interconnection services for the nine state BellSouth
5 region. I also worked for AT&T on the Department of Justice antitrust
6 case prior to divestiture. I am currently assigned to the position of
7 Director of Regulatory Relations for BellSouth in the state of Florida.

8

9 **Patricia K. Shields**

10 I was employed by Southern Bell in 1963 in the Comptrollers
11 Department. I have held various positions with the Company including
12 service representative in the residential and the business office with
13 responsibility for sales, service and collections. I have held
14 management positions in administration, personnel, security and
15 customer service. I was appointed to my present position as Manager
16 in the Executive Appeals Office in 1990.

17

18 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC
19 SERVICE COMMISSION?

20

21 A. **Nancy H. Sims**

22 Yes, I have testified numerous times in Florida, South Carolina, North
23 Carolina, Georgia, Louisiana, Alabama and Mississippi.

24

25

1 **Patricia K. Shields**

2 No.

3

4 Q. WHAT IS THE PURPOSE OF THE TESTIMONY BEING FILED
5 TODAY?

6

7 A. We will present BellSouth's position on why the Florida Public Service
8 Commission should grant BellSouth's request for a waiver of Rules 25-
9 4.107, 25-4.108 and 25-4.113, Florida Administrative Code, pursuant
10 to Section 120.542, Florida Statutes that was filed with the
11 Commission on January 10, 2000. The purpose of this waiver is to
12 allow BellSouth to forego the future provision of service to Anthony
13 Parks, former customer of BellSouth, and to the locations that he
14 currently owns, leases, or with which he is, in any way, associated.
15 These locations, upon information and belief, include 4750 S. Ocean
16 Blvd., Apt. 210, Highland Beach, Florida and 6050 Verde Trail S. B4
17 Apt. 405, Boca Raton, Florida. Mr. Parks may be associated with
18 other locations unknown to BellSouth.

19

20 Q. WHAT ARE THE SPECIFIC FLORIDA RULES INVOLVED IN
21 BELL SOUTH'S WAIVER REQUEST?

22

23 A. BellSouth's waiver request includes Rules 25-4.107, 25-4.108 and 25-
24 4.113, Florida Administrative Code, and they cover Information to
25 Customers, Initiation of Service, and Refusal or Discontinuance of

1 Service by the Company, respectively.

2

3 Q. WHAT IS BELLSOUTH'S UNDERSTANDING OF THE
4 REQUIREMENTS OF THE CURRENT RULES THAT ARE INVOLVED
5 IN BELLSOUTH'S WAIVER REQUEST?

6

7 A. Generally, these rules require a local exchange company to provide
8 information and assistance "as is reasonable" to any customer in order
9 for him to obtain telephone service. The rules also require the
10 Company to apply its policy for initiation of service in a uniform
11 manner, and upon compliance by the applicant, "to initiate service
12 without unreasonable delay." Rule 25-4.113 details the conditions
13 under which the Company may or may not refuse or discontinue
14 service.

15

16 Q. SHOULD BELLSOUTH BE GRANTED A WAIVER OF RULES 25-
17 4.107, 25-4.108, AND 25-4.113, FLORIDA ADMINISTRATIVE CODE,
18 AS SET FORTH IN ITS PETITION?

19

20 A. Yes, the waiver should be granted. BellSouth is seeking relief from
21 having to provide service to Mr. Anthony Parks, as well as to any
22 locations that he currently owns, leases or is associated with. Mr.
23 Parks has been linked to at least twenty-five separate accounts with
24 BellSouth, both residence and business, since 1992. He has used
25 many avenues to obtain service, and, in every instance, his account

1 has been disconnected for fraudulent practices and/or for nonpayment.
2 Mr. Parks currently owes BellSouth more than \$22,750 in past due
3 billing.

4
5 On several occasions, Mr. Parks has misled the Company in order to
6 obtain telephone service. For instance, he has written several checks
7 to prevent disconnection of service, only to immediately stop payment
8 of the checks. He has used multiple social security numbers and has
9 written checks on closed accounts. He has also used false credit
10 information in setting up the business accounts, including providing
11 BellSouth with the names of businesses that are not recognized by the
12 Florida Secretary of State and using the name of a legitimate
13 corporation without permission. The details of these transactions are
14 provided in exhibit NHS/PKS no. 1, which is attached to this testimony.
15 Also, in at least eight situations, appeals have been submitted by Mr.
16 Parks to the Commission Staff, and all have been found to be without
17 merit.

18

19 Q. DOES THE APPLICATION OF RULES 25-4.107, 25-4.108 AND
20 25-4.113, FLORIDA ADMINISTRATIVE CODE, AS SET
21 FORTH IN BELLSOUTH'S PETITION, CREATE A
22 SUBSTANTIAL HARDSHIP FOR BELLSOUTH OR VIOLATE
23 PRINCIPLES OF FAIRNESS?

24

25 A. Yes. Mr. Parks has cost the Company, as well as the

1 Commission Staff, a great deal of time and money. He has
2 taken time away from BellSouth service representatives and
3 Commission Staff Appeals personnel that could have been used
4 more efficiently and effectively to handle valid customer
5 concerns and needs. There is no way to accurately determine
6 the number of hours that have been involved in dealing with Mr.
7 Parks in repeatedly having to handle calls into the business
8 office to establish service, to investigate credit, employment and
9 corporate information, to send out denial notices, to process
10 checks with insufficient funds, to process checks that have had
11 payment stopped, to disconnect service, to reconnect service,
12 to answer Commission inquiries and participate in informal
13 conferences with the Commission Appeals Staff.

14
15 Q. WHY DIDN'T BELLSOUTH DISCONNECT MR. PARKS WHEN
16 THESE SITUATIONS OCCURRED?

17
18 A. Rule 25-4.113 "Refusal or Discontinuance of Service by Company"
19 details situations where service may or may not be refused or
20 discontinued. Sections (4)(a), (b), (c) and (d) of this rule provide for
21 situations where service should not be refused nor denied for
22 delinquent payment. They state:

23

24 "The following shall not constitute sufficient cause for refusal or
25 discontinuance of service to an applicant or customer:

- 1 (a) Delinquency in payment for service by a previous occupant of
2 the premises, unless the current applicant or customer occupied
3 the premises at the time the delinquency occurred and the
4 previous customer continues to occupy the premises and such
5 previous customer shall benefit from such new service.
- 6 (b) Delinquency in payment for service by a present occupant who
7 was delinquent at another address and subsequently joined the
8 household of the customer in good standing.
- 9 (c) Delinquency in payment for separate telephone service of
10 another customer in the same residence.
- 11 (d) Failure to pay for business service at a different location and a
12 different telephone number shall not constitute sufficient cause
13 for refusal of residence service or vice versa.”

14

15 Due to this rule, Mr. Parks has repeatedly been able to obtain
16 telephone service by gaming the rule. By changing names, addresses
17 and using business facades, he has been able to manipulate the
18 system. Mr. Parks has skirted these rules by having others call the
19 BellSouth business office for him and establish service in the caller's
20 name. The location where service was established was found to be
21 owned by or leased to Mr. Parks, or Mr. Parks would call in to discuss
22 service at that location. Additionally, checks that were received to pay
23 for service at these locations were signed by Mr. Parks. BellSouth has
24 provided service to at least six different addresses and seven different
25 business names that have been linked to Mr. Parks (see detailed

1 information in exhibit NHS/PKS no.1). Mr. Parks has misled the
2 Commission Staff on many occasions. He has and will use the
3 Commission's rules to dispute legitimate charges in order to delay
4 disconnection of service. As stated previously, in at least eight
5 situations, appeals have gone to the Commission Staff, all without
6 merit.

7
8 BellSouth has been more than fair in giving Mr. Parks every
9 opportunity to establish service and to keep service. BellSouth has
10 spent an inordinate amount of time, money and resources on treating
11 Mr. Parks and his related accounts. This is time, money and
12 resources that had to be redirected from providing service to
13 BellSouth's other customers. In every instance, BellSouth has
14 provided service and has not been paid for legitimate charges.

15

16 Q. HAS BELLSOUTH EVER REQUESTED A WAIVER OF THESE
17 RULES BEFORE?

18

19 A. No, Bellsouth has never requested a waiver of these rules. This is an
20 extremely unique situation, which BellSouth takes very seriously. The
21 decision to ask for this waiver was not entered into lightly, and was
22 considered to be our last resort. It does not make good business
23 sense to continue to allow a customer to take advantage of a business
24 to the detriment of that business's other customers. It is not
25 BellSouth's intention to use waiver requests in the future in general for

1 this purpose. It is simply that with Mr. Parks, BellSouth has no choice.

2

3 Q. IN THE EVENT THAT BELLSOUTH IS GRANTED A WAIVER OF
4 RULES 25-4.107, 25-4.108 AND 25-4.113, FLORIDA
5 ADMINISTRATIVE CODE, AS SET FORTH IN ITS PETITION, WILL
6 THE PURPOSE OF THE UNDERLYING STATUTES BE ACHIEVED
7 BY OTHER MEANS?

8

9 A. Yes. BellSouth's waiver request meets the standards of Section
10 120.542, Florida Statutes. The purpose of the underlying statutes,
11 364.03, 364.04, 364.19, and 427.704 is, in part, to promote the public
12 health, safety and welfare by ensuring that basic local
13 telecommunications services are available to all consumers.
14 BellSouth's waiver will not undermine this purpose. The statutes
15 entitle BellSouth to receive rates and set terms for those services.
16 Continuing to require BellSouth to provide service to Mr. Parks and the
17 associated locations could result in a negative impact on BellSouth's
18 other ratepayers, in terms of time and expense.

19

20 Mr. Parks has available to him alternatives to BellSouth's local
21 exchange service. There are several Alternative Local Exchange
22 Carriers (ALECs) providing residence and business local exchange
23 services in the 561, 954 and 305 area codes in Florida. These ALECs
24 provide service through resale and through the use of their own
25 facilities. In addition, there are several wireless carriers offering very

1 reasonable flat and measured rate calling plans.

2

3 Q. WHAT IS THE COMMISSION'S JURISDICTION IN THIS MATTER
4 (LEGAL ISSUE)?

5

6 A. This is a legal issue, which BellSouth will address in our brief to be
7 filed in this proceeding. Although we are not attorneys, it is our opinion
8 that the Commission does have jurisdiction in this matter. In this case,
9 state law, not federal law, is the basis for the rules that govern the
10 provision of telecommunications service to Mr. Parks and this
11 requested waiver.

12

13 Q. PLEASE SUMMARIZE YOUR TESTIMONY.

14

15 A. The Florida Public Service Commission should grant BellSouth's
16 request for a waiver of Rules 25-4.107, 25-4.108 and 25-4.113, Florida
17 Administrative Code, which would allow BellSouth to forego the future
18 provision of service to Mr. Anthony Parks, former customer of
19 BellSouth, and to the locations that he currently owns, leases, or with
20 which he is in any way associated. BellSouth, as well as the
21 Commission Staff has made every effort to accommodate Mr. Parks
22 (see attached exhibit NHS/PKS no.1), but we can no longer afford to
23 extend our resources and services without reimbursement. Mr. Parks
24 will not be without service, as he has the ability to obtain basic local
25 exchange telephone service from various ALECs serving the

1 Southeast area of Florida.

2

3 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

4

5 A. Yes.

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1 Now, with respect to your confidential exhibit, you
2 have a correction?

3 WITNESS SHIELDS: That's correct.

4 CHAIRMAN JABER: Mr. Parks, do you remember the
5 exhibit attached to the testimony that contained confidential
6 information? She is correcting a number on that. And Mr. Meza
7 will hand you a copy so that you can use it for the hearing.
8 All right.

9 Now, Ms. Shields, I need you to go to the page. And
10 let's do this slowly and make sure that no one is revealing any
11 confidential information.

12 WITNESS SHIELDS: Okay. It's Page 23 of the exhibit.

13 CHAIRMAN JABER: Are you with me, Mr. Parks?

14 MR. PARKS: What page is that?

15 CHAIRMAN JABER: Page 23. All right. And there are
16 copies of checks. And what is your correction?

17 WITNESS SHIELDS: Okay. It has a Number 16, which we
18 are referencing on the left-hand side, that should be Number
19 17.

20 CHAIRMAN JABER: Any other changes to this exhibit?

21 WITNESS SHIELDS: Not to this one.

22 CHAIRMAN JABER: Mr. Parks, on Page 23 of 25, do you
23 see the number on the left-hand side indicating 16?

24 MR. PARKS: It says 16, yes.

25 CHAIRMAN JABER: That should be 17.

1 MR. PARKS: Okay.

2 CHAIRMAN JABER: What are your other corrections, Ms.
3 Shields?

4 WITNESS SHIELDS: On Page 11 of the exhibit where we
5 come to Account Number 18, halfway down in that paragraph there
6 is a paragraph or a sentence that states another attempt. That
7 needs to be moved over to Item Number 19. In 19 the
8 information needs to be deleted.

9 CHAIRMAN JABER: All right.

10 WITNESS SHIELDS: And in addition, on 19 the address
11 needs to be corrected to the address that is in the paragraph
12 that we have now corrected.

13 MR. PARKS: I'm missing the correction on this one.
14 Which item is she correcting?

15 CHAIRMAN JABER: All right. Mr. Parks, I will walk
16 you through it just as soon as I know that I understand it.
17 Hang on. All right.

18 Ms. Shields, what you are saying, the paragraph
19 beginning -- the sentence beginning another attempt needs to be
20 moved. Stay with me, Mr. Parks. Needs to be moved to Account
21 Number 19?

22 WITNESS SHIELDS: That's correct.

23 CHAIRMAN JABER: And the address that is currently
24 listed under Account Number 19 needs to be corrected to
25 correspond with the paragraph we just moved?

1 WITNESS SHIELDS: That's correct.

2 CHAIRMAN JABER: Mr. Meza, why don't you walk over to
3 Mr. Parks and make sure he has got those changes. And I will
4 have to tell you all, for future reference when you have
5 changes like this to confidential exhibits, revise them.

6 Any other changes, Ms. Shields?

7 WITNESS SHIELDS: No.

8 CHAIRMAN JABER: All right.

9 MR. MEZA: Chairman Jaber, I would ask that the panel
10 exhibits be marked for identification.

11 CHAIRMAN JABER: Okay. That would be NHS/PKS-1,
12 Exhibit Number 1 for the hearing. Is that right, Mr. Meza?
13 That is the only exhibit I have.

14 MR. MEZA: Yes, ma'am.

15 CHAIRMAN JABER: Okay. It is identified as Exhibit
16 Number 1.

17 (Exhibit 1 marked for identification.)

18 MR. MEZA: I now tender them for cross.

19 CHAIRMAN JABER: Mr. Parks, this is the opportunity
20 you have to cross-examine these witnesses based on their
21 testimony that they prefiled.

22 MR. PARKS: Okay. Do you want me to cross-examine
23 them now?

24 CHAIRMAN JABER: Yes. This would be your opportunity
25 to question them.

1 MR. PARKS: That's fine. All right.

2 CROSS EXAMINATION

3 BY MR. PARKS:

4 Q Do you know a Nicholas Aversa, have you spoken to him
5 before? Ms. Shields, I am referring to.

6 A (By Ms. Shields) Have I spoken to -- I'm sorry, you
7 say have I spoken --

8 Q Have you spoken to a Nicholas Aversa, A-V-E-R-S-A?

9 A Yes.

10 Q Okay. Did you tell him at one point that you were
11 disconnecting his service because you were not going to supply
12 any -- you don't want to supply service to any tenants of
13 Anthony Parks?

14 A No, I don't recall that.

15 Q But you do recall talking to him?

16 A I have spoken to him on occasion.

17 Q Right. Okay. What about Christopher Nutter, have
18 you spoken to him?

19 A Yes.

20 Q You told him the same thing?

21 A No, I don't recall that.

22 MR. PARKS: Just to the Commission, I'm just
23 addressing -- I don't know procedure-wise how to handle this.
24 These individuals have written affidavits, certain ones are
25 notarized. They would be here today, they also are reachable

1 by phone, if necessary, for verification purposes. But they
2 have put this in writing, their contacts with Ms. Shields.

3 CHAIRMAN JABER: All right. What I need you to do
4 is -- if you don't have an extra copy, show --

5 MR. PARKS: I do.

6 CHAIRMAN JABER: Great. Pass that out to Mr. Meza,
7 first, and let's make sure he doesn't have an objection to
8 that. And, Mr. Parks, before you do anything more, let's make
9 sure there is no objection. And if there isn't, we can
10 identify it as an exhibit for the hearing.

11 MR. MEZA: For the record, BellSouth objects to the
12 introduction of these affidavits. First, the one for Mr.
13 Aversa is not notarized, does not appear to be notarized. And
14 also on the grounds of relevance and on the grounds of hearsay.

15 CHAIRMAN JABER: Mr. Parks, do you have an extra copy
16 for me?

17 MR. PARKS: Well, also Mr. Nutter, there is two of
18 them. He didn't respond to the other one. Yes, I should have.

19 CHAIRMAN JABER: All right. The objection is --
20 Mr. Parks, I'm going to give you an opportunity to respond to
21 the objection, but the objection is that one of these is not
22 notarized. The other objection is that they are not relevant
23 to the proceeding.

24 MR. PARKS: Okay. Can I respond now?

25 CHAIRMAN JABER: Yes.

1 MR. PARKS: First of all, I beg to differ that they
2 are. First of all, number one, in reference to the
3 notarization, I am well aware -- and I would address it two
4 ways. First of all, number one, it was brought to me by my
5 attorney that under state law there is a section that if an
6 affidavit, because this has come up in court before, an
7 affidavit can be witnessed and not notarized and it can still
8 be valid under state law if the language in there states that
9 the statements are being made under penalty of perjury. So
10 there is a state law that addresses affidavits as far as the
11 validity of that one. That only goes to one of them. The
12 other one for Christopher Nutter is notarized. That is because
13 where he was at the time, he didn't -- because I wasn't sure
14 that that hearing was going to happen this week, and so I sort
15 of had to have these things sort of expedited and there wasn't
16 always a notary available to both parties.

17 As far as the relevance is concerned, they are trying
18 to make we out -- based upon the -- and I'm going to tell you,
19 quite factually, that the information in this confidential
20 exhibit or whatever you call it that says proprietary, I did
21 not receive all of this documentation prior to this hearing, so
22 I was somewhat unprepared to deal with this today. However, I
23 am going to deal with it as best as I possibly can.

24 However, in looking over the petition that I received
25 on the 17th of April, which is the day before the hearing,

1 which was faxed to me which I have right here, BellSouth is
2 contending that I am using false information, I'm doing this,
3 I'm doing that, I'm doing the other, and this is to document
4 that they have not acted properly in good faith, and that the
5 reasons that they are giving is not legitimate. And these
6 individuals, the information is basically to impeach and to
7 contradict that.

8 For example, the one -- on both occasions, and I'm
9 referring to the relevance of this, they made payment
10 arrangements for whatever the reasons were, and then apparently
11 I guess with whatever so-called authorized representative of
12 BellSouth made it, and then later on suddenly the phones are
13 interrupted. I am the landlord. Of course, I get the calls
14 because according to the reasons that are given is because it
15 is related to Anthony Parks, which obviously is me, so the
16 tenant is certainly going to call me to find out what is going
17 on with this.

18 And so, therefore -- and, then when I call up to find
19 out what is going on, apparently Ms. Shields intervenes and
20 then -- at least that is the allegation I'm making here, and
21 then the reason -- then they are told that the arrangements
22 that were made are not being, are not going to be followed --
23 the arrangements that were made -- the response that I got from
24 Ms. Shields and the others were that the arrangements being
25 made are being canceled because that person who made it wasn't

1 authorized to make it.

2 So what I'm trying to say is that BellSouth has acted
3 in bad faith which has generated conflicts with tenants as a
4 result of me, so it has caused sort of a domino effect, so I
5 think it is relevant.

6 CHAIRMAN JABER: All right. Mr. Parks, let me give
7 staff counsel an opportunity to get back to her seat. And do
8 you have a recommendation for whether affidavits can come in
9 without notarization?

10 MS. CHRISTENSEN: Commissioner, my understanding is
11 that -- I have concerns particularly with the statement that
12 has not been sworn to. Particularly when Mr. Parks has not
13 prefiled testimony or has not indicated in the prehearing order
14 and the prehearing statement which he did not file that he was
15 planning on providing any testimony or witnesses or any
16 exhibits, that these exhibits would be allowed in. But
17 granting Mr. Parks some latitude for being a layperson, I still
18 have concerns that it is not notarized, that it would make it
19 impossible for BellSouth to cross-examine or test the veracity
20 of this witness which they were not aware would be providing
21 testimony in this matter. So staff would recommend at this
22 point to exclude that testimony.

23 CHAIRMAN JABER: Mr. Parks, here is what I'm going to
24 do. It is hearsay. We don't have these people here to testify
25 to their representations in the affidavit, but I am going to

1 identify this as an exhibit. I'm going to allow you to show it
2 to the witnesses and ask questions on it, but Mr. Meza is free
3 to bring up his objection again as it relates to admitting this
4 exhibit into the record.

5 It may not be admissible, but I will allow you to
6 give this to the witnesses, ask them questions on it, and let's
7 go from there. This will be Exhibit Number 2, and it will be
8 the affidavit of Christopher Nutter and Nicholas Aversa.

9 MR. PARKS: Correct. Now I didn't hear any objection
10 on the one for Christopher Nutter, though. That one is
11 notarized.

12 CHAIRMAN JABER: The objection was relevance as to
13 both and hearsay.

14 MR. PARKS: Fine. Okay.

15 CHAIRMAN JABER: And with respect to the one, that it
16 wasn't notarized. But go ahead and hand a copy to the
17 witnesses. These are identified as Exhibit Number 2.

18 (Exhibit 2 marked for identification.)

19 MR. PARKS: There is also one additional one from Mr.
20 Alaganis that wasn't included, and I want to give it to
21 Mr. Meza. (Inaudible.)

22 CHAIRMAN JABER: Okay. Let's make sure you are by
23 the microphone when you are speaking.

24 MR. PARKS: Okay. There was a third one from a
25 Mr. Peter Alaganis. I imagine the objections will be the same,

1 but I will do the same. Those are extra copies.

2 CHAIRMAN JABER: All right. Let's give Mr. Meza an
3 opportunity to look at it.

4 MR. MEZA: Chairman Jaber, I raise the same
5 objections to this affidavit of Peter Alaganis, as well.

6 CHAIRMAN JABER: Is that one notarized, Mr. Meza?

7 MR. MEZA: No, ma'am.

8 CHAIRMAN JABER: All right. For purposes of moving
9 this hearing forward, we will include the affidavit of Peter
10 Alaganis as Exhibit Number 2.

11 But, again, Mr. Parks, understand that we may not
12 admit these into the record. So go ahead with your
13 questioning.

14 MR. PARKS: I understand.

15 CHAIRMAN JABER: All right. Mr. Parks, go ahead and
16 ask your questions from the affidavit.

17 MR. PARKS: Okay.

18 BY MR. PARKS:

19 Q First of all, have you ever spoken to a Christopher
20 Nutter before? Have you ever spoken to a Christopher Nutter?

21 A (By Ms. Shields) Yes.

22 Q Okay. And did you also -- both with Mr. Aversa and
23 Mr. Nutter -- you said you have spoken to Mr. Aversa, you did
24 acknowledge that?

25 A That is correct.

1 Q Okay. And did at one point you ask Mr. Aversa to
2 identify himself, you said he had to provide ID like Social
3 Security card, driver license?

4 A Yes.

5 Q And did he not do that?

6 A I believe he provided -- yes, he did provide that.

7 Q Okay. Fine. And also Social Security Number?

8 A Yes.

9 Q Okay. And did that -- did those identifications
10 prove to be valid?

11 A Yes.

12 Q What about Mr. Nutter, did he not provide you at one
13 point Social Security card, driver's license, and Social
14 Security card, things of that nature for identification?

15 A I believe so.

16 Q Okay. And did those prove to be valid?

17 A I believe they did, yes.

18 Q Okay. Fine. All right. Now, what about Mr.
19 Alaganis, have you ever spoken to him?

20 A I don't recall speaking with Mr. Alaganis.

21 Q Okay. Is it that you don't remember or are you
22 saying that you never did?

23 A I don't believe I spoke with Mr. Alaganis. I believe
24 someone else in our appeals group may have spoken to him.

25 Q Might have spoken to him. Okay. Fine. But anyway,

1 as far as contacts are concerned -- now, you have read the
2 affidavit, do you see them in front of you there? Have you had
3 a chance to read them?

4 A Not all of them.

5 Q Do you want to read them?

6 A Yes.

7 Q Okay. Do you disagree with the contents?

8 A Yes.

9 Q In what respect?

10 A Well, first of all, I did not place calls to these
11 customers telling them they would be shut off, to any of them,
12 that we were going to -- that is not my position with
13 BellSouth.

14 Q Uh-huh.

15 A As far as Mr. Aversa stating that I did not tell him
16 I would not supply any tenants of Anthony Parks with phone
17 service, I did not say that to him.

18 Q Okay. All right.

19 A He did indeed rent from you, according to the
20 document that you provided to us.

21 Q Uh-huh.

22 A Okay. Christopher Nutter, I disagree with that. I
23 have never spoken to Mr. Nutter and told him I was going to
24 disconnect his service personally. There was a discussion at
25 one time about the corporation on one of the numbers, if it was

1 a valid corporation that was in Mr. Nutter's name rather than a
2 personal service, so I don't agree with that statement. Let me
3 see.

4 Q Okay.

5 A And the same with Mr. Alaganis. I have never told
6 him I was -- that is not my position, again, I want to
7 reiterate at BellSouth to do collection proceedings.

8 Q I don't believe that they're stating that you were
9 there to collect money from them or that you were asking them,
10 it's just that the understanding, and I just want to make sure
11 we are clear on this here, is the understanding from the
12 affidavits that I have here, what they have told me and what
13 they have related in here is that not necessarily is that when
14 the service was interrupted they had apparently -- what their
15 contention is that they had made payment arrangements with
16 whoever, and I'm not saying you. Whoever in BellSouth.

17 And their contention is that the service was
18 always -- the arrangements was always interrupted by you and
19 then was told by you, or the notes were left on the account by
20 you that the person who made the arrangements didn't have
21 authorization to do so. And that you were -- you were
22 overruling that. Now, did you ever make a statement to me or
23 to any one of these individuals that you have the affidavits
24 from that the arrangements that were made were not satisfactory
25 and that the person who made it wasn't authorized? I'm talking

1 about the representative of BellSouth.

2 A It could be on one of the accounts that there was a
3 discussion. Because as you know, Mr. Parks, we had many
4 discussions with you over the years on the different accounts.
5 And some of the accounts, some of the discussions Mr. Nutter
6 was involved in, Mr. Aversa was involved in, and at one time
7 our outside counsel was involved.

8 So, because of you -- of the Public Service
9 Commission appeals that were filed and other executive appeals
10 that were filed by some of the parties involved in the
11 confidential information here, there may have been -- there was
12 a time where I intervened because people would call me from our
13 collections office saying that these accounts were possibly not
14 being furnished to the person who actually resided at that
15 location.

16 Q Okay. So it is not untrue, or the representation is
17 not untrue that arrangements were made by a certain
18 representative and you at some point -- you or some agent of
19 yours intervened at some point along the line?

20 A I don't believe payment arrangements were the issues
21 that I intervened in. I don't recall any specific payment.
22 There may have been, but I can't recall that offhand.

23 Q Okay. All right. I'm going over --

24 MR. PARKS: Can I ask her anything about this? Is
25 that okay? This is the --

1 CHAIRMAN JABER: Is that the confidential exhibit,
2 Mr. Parks?

3 MR. PARKS: Yes. I may question her on this?

4 CHAIRMAN JABER: Right. But remember, Mr. Parks, not
5 to reveal any of those numbers or the addresses. So you need
6 to be very careful in how you ask the question.

7 MR. PARKS: Okay. That's fine. Okay.

8 BY MR. PARKS:

9 Q In your confidential -- I'm just trying to refresh
10 your memory on one. I'm going to Page 19, Exhibit Number 25.
11 Page 19 of 25, excuse me.

12 A Okay.

13 Q It is identified here as Number 10. I don't know if
14 it is the one that you changed or what have you, but at least
15 the sheet that I'm looking at says Number 10.

16 A No, that wasn't changed.

17 Q Okay. Fine. Just to make sure that we can all
18 follow this. This is a check here that says payment stopped.
19 And I guess it appears as though the stop payment stamp is
20 right over it, it says \$190. Do you recall us having a
21 discussion on this check as the reason why it was stopped?

22 A No, I don't.

23 Q Okay. Let me just -- let's see if we can refresh
24 your memory. This is when payment was arranged with one of
25 the -- and I issued this check on behalf of Mr. Nutter, because

1 he asked me to, because he was an employee at the time. And if
2 you recall the discussion I had with you is that you then
3 interrupted the account without notice. And I said but I just
4 issued a check to you. And I told you that if you are going to
5 interrupt the service, I'm going to put a stop payment on the
6 check because arrangements were made with good intentions and
7 the check was issued to you. Do you recall -- this was back
8 in, I guess, in '98?

9 A No, sir, I don't recall that at all. That didn't
10 happen.

11 Q All right. And I see here that you have here that
12 says -- going to Page 23 of 25, Number 16. I believe you have
13 changed this page, if I'm not mistaken. That was one of the --

14 A Yes, that was changed to coincide with Account Number
15 18.

16 Q Fine, whichever. But the contents of the check, it
17 says checks not good per bank, checks not deposited. Now, I
18 have a question here. Why would you -- when this said the
19 check is not good, why would you not deposit them? How do you
20 know that they are not good if you don't deposit them?

21 A Because we contacted the bank. Our collections group
22 contacted the bank and they said at that time those checks were
23 not good.

24 Q Okay. Do you know that the banks -- just about any
25 bank dependent upon what your relationship is with the bank --

1 I'm just assuming that that was argumentatively true at that
2 particular point, that someone can make a deposit at, say, for
3 example, after two o'clock in the afternoon and that account
4 may not post at that point, but the funds may be there unless
5 you make it in cash. And that if someone was to call the bank
6 that second it may not post even though there is another screen
7 where it may show up. Are you aware that certain banks operate
8 that way with the exception of --

9 A We only go by what the bank tells us when we call at
10 that time.

11 Q All right. Are you also aware that a bank, even if a
12 person may have an overdraft relationship with their bank that
13 the bank may still honor the check even if the funds aren't
14 there that second knowing that the person may -- knowing likely
15 the person may make good of it at a later point, are you aware
16 that banks do do that?

17 A I do know they have overdraft procedures.

18 Q Okay. So how do you know that the bank wouldn't have
19 honored this down the line?

20 A Because when the conversation -- from what I
21 understand from our collections group, they contact the bank,
22 the bank said at this time the check is not good, there is not
23 any other information that is provided.

24 Q Okay. But you really don't know whether or not this
25 would have been honored even on an overdraft basis?

1 A I don't know if it would have been honored on an
2 overdraft, but I know it wasn't good when we called the bank.

3 Q All right. Okay. Let's go on to Page 24 of 25.
4 Okay. Are you aware that there was notes placed on there about
5 this particular check? This is a check Number 1156. I'm just
6 identifying it. I guess you have it down here. If I'm looking
7 right, it says Item Number 22?

8 A Correct.

9 Q Okay. All right. It says account closed. Are you
10 aware that at the time there were notes in the account and this
11 was addressed with BellSouth that at the time when this check
12 was issued the account was opened and then the checkbook was
13 stolen? I believe it was either lost or stolen, and that they
14 would have -- the bank even notified you folks about that and
15 stated that it was being reissued under another number, were
16 you aware?

17 A I'm not aware of that, sir.

18 Q Okay. Now, let me ask you a question. If a customer
19 writes checks on an account that is not good, I'm assuming you
20 are aware that the bank would close that account out in due
21 time. Are you aware of that?

22 A What do you mean an account that is not good?

23 Q In other words, if a person deliberately writes a
24 check on funds that aren't there, you know, and particularly
25 does it enough of a time to cause a problem or to make them

1 look questionable, you know that a bank will close out their
2 account. Are you aware of that?

3 A No, sir, I'm not a banking person, so I'm not aware
4 of that.

5 Q But you do deal with collections or you have
6 knowledge of that being in the field that you are in for all of
7 these years, am I correct?

8 A I do not specifically deal with collections. I am
9 involved with all appeals that come into our office regarding
10 BellSouth.

11 Q Okay.

12 A And some of them do deal with collections, so I have
13 a knowledge of collections. It is not my expertise.

14 Q Okay. Can I ask you a question, how long have you
15 been with BellSouth?

16 A 38 years.

17 Q And in the position that you are in now?

18 A 11 years.

19 Q So between 38 years and the 11 years in your
20 position, I am assuming you have a reasonably good knowledge of
21 these because over the years you have dealt with numerous
22 people on these types of situations, I'm assuming?

23 A Right. I have a knowledge of what our procedures
24 are, what our rules are and tariffs are.

25 Q Are you aware that with all of these institutions

1 here, there has been two that has been brought up with the
2 copies made, both First Union and Washington Mutual, are you
3 aware that I still maintain accounts with them under different
4 numbers?

5 A No, sir, I wouldn't have any knowledge of that.

6 Q Okay. All right. Now, I have something further to
7 ask you, are you aware that I am a landlord, among other
8 things?

9 A From what you have told us in the past, that it has
10 been a statement you have made.

11 Q Right, okay. And but you have -- have you not
12 gone -- correct me if I'm wrong, and looked up the tax records
13 or inquired on the tax records as far as -- because in your
14 mentions in the various statements you have made and these -- I
15 guess it is the initial petition that BellSouth filed, which is
16 back on January the 10th of 2000, you didn't mention that, but
17 you indicate that I have several accounts, or just the
18 implication if I understand correctly here, or that what you
19 are actually alleging is that I come up with accounts under
20 various different names. And for the sake of not paying the
21 bill, I open up another account under another name, and just
22 keep going on, and on, and on over the years. And I am
23 assuming that the whole basis of this petition is to say that I
24 am doing this under fraudulent activity and that service should
25 not be provided to me or any properties I own in the future, or

1 to any tenants or residents that I have. Is that my basic
2 understanding of what you are representing in these -- both in
3 this memorandums, I have one here dated April 6th, and the
4 petition that was filed back on January 10th of 2000, am I
5 correct?

6 A You are correct that we are actually -- the issue is
7 not really with BellSouth whether you rent, or lease, or own
8 the service, or own the location. The issue is that we are
9 having to place service for a customer who is using our service
10 and not paying for that service that is being provided.

11 Q Okay. Let me ask you a question. Would you feel --
12 do you think that -- and this is just a matter of frankness
13 here, that if a customer makes an arrangement, whoever that
14 customer may be, John Jones, I'm just making up a name
15 blanketly, and then he makes his payment and then suddenly his
16 service is interrupted because somebody else has a certain
17 different opinion. Do you think that that person might not
18 become -- I'm going to say to be blunt about it, very ticked
19 off or direct, and if he issued a payment and he is not going
20 to be service he may stop it?

21 A I'm sorry, can you repeat that. I didn't understand
22 what you were saying.

23 Q Okay. If a person -- and I'm making up a blanket
24 name here -- I'm not making a name of any specifically person
25 here.

1 A I understand.

2 Q I'm going to make a fictitious name of John Jones.
3 That's just a name I made up. And you paid -- that person
4 called up, let's say he had a \$400 bill, and he called
5 BellSouth up and said, look, I would like to pay \$200 this
6 month and \$200 next month hypothetically. And that the agent,
7 whoever he spoke to, said that is okay so long as you make a
8 payment now that is good. And then later on that person is
9 told, let's say a week later that person's phone is interrupted
10 even after he made his payment, he did not default, he gave a
11 check that was valid that cleared at the time that he was
12 supposed to do it. Maybe he didn't reach the time to make the
13 second one yet, and then suddenly his service is interrupted
14 because, say, Patricia Shields puts a note on there to
15 interrupt his service for whatever her reasons for it or her
16 personal opinions are on the matter. Do you think that that
17 customer might not have a reason to be perturbed?

18 A I don't think that has anything to do with what the
19 discussion is. If you're talking about a Mr. Jones, a
20 fictitious customer, we would have to have more details.

21 Q Okay. I'm going to do an example here. Okay. I'm
22 going to be specific here. A Nicholas Aversa, who I had to get
23 involved with, and specifically at the property is the 67
24 Montego Bay that he rented back in '98 or '99 back at that time
25 period. Which you said you did speak to him, he did provide

1 his identification, you knew of him in terms of what he
2 presented appeared to be legitimate, at least from what you
3 could inquire. And he made a payment arrangement for whatever
4 the bill was that was owing at a certain point, whatever that
5 was. And later on there was a note placed by you, I'm not
6 saying that you called him and told him that, but a note placed
7 on the account by you to interrupt his service after he made
8 the arrangements. And when inquiry was made as to why the
9 service was interrupted, it said because -- no, correction, let
10 me back up.

11 CHAIRMAN JABER: Mr. Parks, you just need to ask the
12 question. You can't testify. You need to ask her the
13 question, so --

14 MR. PARKS: Well, I was relaying her the situation so
15 she can give a response to it. She wanted to know specifics,
16 so I was giving her a specific person, a specific situation.

17 CHAIRMAN JABER: So as it relates to Mr. Aversa, what
18 was your question?

19 MR. PARKS: Okay.

20 BY MR. PARKS:

21 Q The question is he made an arrangement and then even
22 though he fulfilled the initial portion of that, the initial
23 beginning of that arrangement, you placed a note on the account
24 to interrupt anyway. And when you gave the reason, it was why
25 the arrangement was made before, the reason was, well, the

1 agent who made it wasn't authorized to make it. Did you
2 ever -- do you remember that situation specifically as it
3 relates to Mr. Aversa? And I'm referring to a phone number
4 561-361-0023.

5 A Okay. That may have been when we found a
6 relationship with the checking account and you and Mr. Aversa.
7 And the stop payment on the account, the stop payment. Or the
8 account closed rather, excuse me.

9 Q Okay. I believe this occurred afterwards. The stop
10 was issued after the -- that is the reason why the stop was
11 issued because you reneged on the -- or you issued an order to
12 renege on the agreement. Do you not recall the discussion we
13 had on that specifically?

14 A I'm not understanding. What you're asking is not
15 flowing.

16 Q Okay.

17 CHAIRMAN JABER: Let me give it a try. Ms. Shields,
18 let's me give it a try. Do your records indicate that Mr.
19 Aversa entered into a billing arrangement?

20 WITNESS SHIELDS: Yes. Wait. A billing payment
21 arrangement? I don't recall that.

22 CHAIRMAN JABER: Okay. So do your records indicate
23 whether you ever overrode a billing payment arrangement?

24 WITNESS SHIELDS: No. I don't recall that I was
25 involved with a billing payment arrangement.

1 COMMISSIONER DEASON: Let me ask a question. The
2 check that is the subject of Page 24 of 25, was that check
3 attempted to be deposited by BellSouth?

4 WITNESS SHIELDS: Yes.

5 COMMISSIONER DEASON: And it did not clear the bank,
6 is that correct?

7 WITNESS SHIELDS: Right. It showed account closed,
8 do not redeposit.

9 COMMISSIONER DEASON: Do you know if this particular
10 check was some type of a payment arrangement?

11 WITNESS SHIELDS: I believe it was a deposit.

12 COMMISSIONER DEASON: A deposit to establish service?

13 WITNESS SHIELDS: To establish the service. So the
14 deposit was taken, the service was established. Subsequently
15 the check was returned.

16 COMMISSIONER DEASON: So is it normal policy that
17 when a deposit check does not clear that service is not
18 continued?

19 WITNESS SHIELDS: We either would interrupt the
20 service, put toll blocks, yes, sir, that is correct.

21 COMMISSIONER DEASON: Okay. And in this particular
22 case, you just interrupted the service, is that correct?

23 WITNESS SHIELDS: I'm trying to refresh my memory,
24 just a second. I believe that we did.

25 COMMISSIONER DEASON: And that is consistent with

1 your tariff and your procedures, you have that option of simply
2 just disconnecting service?

3 THE WITNESS: Yes, that is correct.

4 COMMISSIONER DEASON: Did it have anything to do with
5 the fact that apparently this check was drawn on a joint
6 account?

7 THE WITNESS: Well, it was a question, yes.

8 COMMISSIONER DEASON: But the main reason was that
9 the check did not clear?

10 THE WITNESS: The main reason was the check didn't
11 clear, which we would do for any other customer.

12 CHAIRMAN JABER: Go ahead, Mr. Parks.

13 BY MR. PARKS:

14 Q Are you contending that in your -- just a second, let
15 me look at the paperwork here. On the information in this, I
16 guess, proprietary exhibit list, you start out with -- I guess
17 I can't reveal names, but say Item 1, it gives names of a
18 particular person and it goes on down the line. Are you
19 stating that BellSouth is necessarily saying that I am
20 responsible for all of these bills, that these are just
21 fictitious names or things that I invented simply to establish
22 service with BellSouth?

23 A (By Ms. Shields) BellSouth is saying that we found
24 association with you with these accounts and these addresses.

25 Q I don't think anyone -- okay, I'm not supposed to be

1 testifying. I don't think anyone is questioning that I own the
2 properties, the question that I am stating here is when a
3 person owns a multiple -- or landlords own multiple properties,
4 many different -- correct me if I'm wrong -- over the years,
5 many different people will rent those properties, right? I
6 mean, that is the whole idea of rentals?

7 A Correct.

8 Q Okay. Is there something that is improper about
9 that? Do you find something improper about that?

10 A No. But as to your question about all of these
11 accounts, Mr. Parks, some of these accounts were specific
12 corporations for which we had no valid registration, a lot of
13 them, not just rental property.

14 Q No valid registration. What do you mean by that?

15 A Corporate registration. We were not able to verify
16 existing --

17 Q Okay. But isn't that done in the beginning when the
18 service is established as opposed to you getting involved later
19 down the line?

20 A Not always.

21 Q Okay. So you're saying that later on you couldn't
22 verify something, so instead of inquiring about it, is it not
23 true that you just blatantly cut the service off?

24 A No, we don't just blatantly cut service off.

25 Q Okay. You never blatantly cut the service off

1 without notice and said that you had a right to do that if you
2 suspected that it is fraudulent?

3 A We may suspect a problem in not having a responsible
4 billing party on the account, and we can cut the service in
5 that instance for not having responsibility on the account.

6 Q Okay. Are you aware of what a d/b/a is?

7 A Doing business as.

8 Q Okay. And if a person is doing business as a d/b/a,
9 then it wouldn't be a corporate entity, it would not be
10 registered with the Secretary of State at that point. You are
11 aware of that, aren't you?

12 A That is correct.

13 Q Okay. So then if that was a situation that came up
14 in certain of these which you have here, would that be a reason
15 to interrupt service?

16 A I don't know. You can't take that question, that is
17 out of context. Interrupt service for what?

18 Q Well, what I'm saying is you said that you felt in
19 certain instances concerned because they weren't all registered
20 with the Secretary of State. That's what you stated, am I
21 correct?

22 A Well, they weren't all valid. Some had expired, some
23 were registered.

24 Q But if something expired, does that make it
25 illegitimate or fraudulent?

1 A Yes.

2 Q How so?

3 A It is not a valid working corporation in the State of
4 Florida. There is no responsible billing person for any
5 company to bill to.

6 Q Okay. Are you aware that all the -- aren't you aware
7 that if you were to check with probably 30 percent of the
8 corporations in Florida that do business with the Secretary of
9 State would you not -- do you expect that you would find that
10 several of them might not have filed their renewal?

11 MR. MEZA: Objection, calls for speculation.
12 Mr. Parks is asking Ms. Shields to determine what other
13 companies do when they file with the Secretary of State.

14 MR. PARKS: Well, I would just like to respond to
15 that objection. First of all, I think it is very relevant
16 because what she is saying is, and what is happening here --
17 what I'm trying to situate here is they are trying to focus on
18 one individual, and what I'm stating here is I'm not saying
19 that a corporation -- someone may not have filed their renewal
20 on September 17th when it ought to have been done. But what
21 I'm stating is that you don't abruptly just interrupt their
22 service over that without giving them proper notice and time to
23 do so. She is saying that they don't have a proper -- and I'm
24 saying that if you were to point that finger to half the
25 corporations that they supply, they may very well find the same

1 thing with others.

2 CHAIRMAN JABER: Mr. Parks, the objection is
3 speculation. That the way you phrased the question would
4 result in her speculating the answer.

5 MR. PARKS: I will rephrase it.

6 CHAIRMAN JABER: Yes.

7 BY MR. PARKS:

8 Q If BellSouth was to inquire of all the corporations
9 that they do business with, or that they supply phone service
10 to, and check with the Secretary of State in every single one
11 of them, don't you think that you would come up with a
12 substantial amount that might not have filed their renewals
13 when they ought to have?

14 A I don't have knowledge of that.

15 Q Do you not have knowledge because you really never
16 focused on anybody else except me?

17 A No, sir, that is not correct. I don't have knowledge
18 because that is a government type check the records which I
19 would not know what the records are with the State of Florida.

20 Q I just would like to just go back to one thing here.
21 I don't want to belabor it, but back on this check here with
22 Washington Mutual, this Item Number 22, it says account closed,
23 do not redeposit. Did you inquire -- when you see that stamp
24 there, did you inquire -- I see no comment mentioned here, and
25 I see comments on the others. Did you inquire with Washington

1 Mutual that they reissued a new account number on this?

2 A We don't do that, sir. We take the check, the
3 collections group would take the check, call the bank. Or if
4 received it from the bank this time, we would just not
5 redeposit it per the instructions there. It is not our
6 responsibility to find out if the customer has the correct
7 account.

8 Q But are you not aware -- BellSouth, I am assuming,
9 gets thousands of checks. And in the course of -- it may not
10 happen to you personally, if you happen to be in the
11 supermarket and someone stole your wallet, and you had issued
12 ten checks the day before, and suddenly you had to call in that
13 my checkbook is stolen, I am assuming you must have knowledge
14 of this that the bank is going to put a stop payment on
15 anything that is outstanding and reissue the numbers, you have
16 knowledge of that, don't you?

17 A Yes.

18 Q Now, do you think that it -- isn't it feasible to say
19 that someone should get notice of this so that they can have a
20 chance to reissue it, particularly and possibly even with a
21 letter from the bank stating the book was stolen, it had to be
22 stopped and issued as opposed to just interrupting the service?

23 A This was for a new service.

24 Q I getting to that in a second. This check is dated
25 7-20-99. That's true, it was issued for new service, but the

1 point I'm getting at here is after this check was issued,
2 wasn't there even another payment even after this was made on
3 this account?

4 A I don't have that information on here. It is
5 possible, but I don't have it.

6 Q Okay. That's fine. So would it not be fair to say
7 that if other payments were made on this account that cleared
8 obviously, because there is nothing else showing here as far as
9 accounts go, that it may very well be that there was the
10 problem that I was just addressing, and that if BellSouth had
11 contacted either Mr. Aversa or myself to address it, that you
12 had this particular one from being closed, that it would have
13 been no problem to reissue it, even give you cash at that
14 point, if necessary, as opposed to just interrupting the
15 account without notice?

16 A Sir, I think we talked about that with the deposit.
17 We have that right according to our rules and tariffs on new
18 service. We don't have any security on that account. When we
19 took the account we would have felt that was the reason for the
20 security deposit.

21 Q Okay. You understand there is a big difference
22 between an account being closed and insufficient funds?

23 A Yes.

24 Q Okay. Are you aware that --

25 COMMISSIONER DEASON: I need to interpret for a

1 moment. In the last question you indicated that you understand
2 there is a difference between an account being closed and
3 insufficient funds. I guess my question to you, though, is I
4 assume BellSouth's concern is getting payment for the service
5 they rendered. So what difference does it make if an
6 account -- if you get a check returned that says insufficient
7 funds, or if you get a check returned that says account
8 closed, the fact is you didn't get paid. Do you make some
9 distinction in your internal accounting?

10 WITNESS SHIELDS: No, normally not. Especially with
11 a deposit. Because as I said, that account is not secured, he
12 could pay his bill or he could not pay his bill, we have no way
13 to know what is going to happen in the future. And before we
14 had been able to secure the account, the bill may have been
15 very large.

16 COMMISSIONER DEASON: Thank you.

17 COMMISSIONER PALECKI: I would just like to further
18 clarify. In answer to Mr. Park's question, you have stated
19 that you did recognize the difference between accounts closed
20 or insufficient funds. Are there times that BellSouth will
21 treat those situations differently?

22 WITNESS SHIELDS: Let me just clarify, I am not as I
23 said a collections person. As far as my knowledge I don't
24 believe so, but I think not, I mean, I don't know what the
25 positions are. If you have a returned check, our systems I

1 know automatically notify our business office that there is a
2 check returned on that account. It doesn't tell them what it
3 was immediately. And I believe that we go ahead with our
4 collection procedures.

5 COMMISSIONER PALECKI: Thank you.

6 MR. PARKS: I'm going to relate -- these are not in
7 the confidential classifications. Am I allowed to bring up any
8 names that are not in the confidential classification?

9 CHAIRMAN JABER: What is the document you are looking
10 at, Mr. Parks?

11 MR. PARKS: I'm just basically -- what I'm trying to
12 establish here is that --

13 CHAIRMAN JABER: No, what is the document that you
14 are looking at?

15 MR. PARKS: Oh, I'm just referring to leases that I
16 have had.

17 CHAIRMAN JABER: Leases?

18 MR. PARKS: Yes, leases with different --

19 CHAIRMAN JABER: You are not asserting confidential
20 treatment for them?

21 MR. PARKS: No, I'm not.

22 CHAIRMAN JABER: But whatever document you are
23 looking at you need to make sure that you have got copies for
24 the witness to review, as well.

25 MR. PARKS: Sure. Right now I'm just mentioning

1 names so that she -- to see if they recall her memory, if she
2 recollects the names.

3 BY MR. PARKS:

4 Q I'm going to make mention of a few names here. Gary
5 French, does that name ring a bell to you?

6 A No.

7 Q Does the name Freida Fishman (phonetic)?

8 A No.

9 Q Does the name Joanne Sharr (phonetic)?

10 A No.

11 Q Does the name Andrew Keller (phonetic)?

12 A No.

13 Q Okay. Could it be the reason why these names are not
14 ringing a bell is because they were people that rented
15 properties from me, but you basically never had any problems
16 with them because they paid their bills and that is probably
17 why you don't know who they are?

18 A I have never heard those names, that's all I can tell
19 you.

20 MR. PARKS: That's all I have for her at this time.

21 CHAIRMAN JABER: Thank you, Mr. Parks. Staff.

22 MS. CHRISTENSEN: No questions at this time,
23 Commissioner.

24 CHAIRMAN JABER: Thank you, Ms. Christensen.
25 Redirect.

1 MR. MEZA: Yes, ma'am.

2 REDIRECT EXAMINATION

3 BY MR. MEZA:

4 Q Ms. Shields, do you know how many accounts BellSouth
5 has determined are related to Mr. Parks?

6 A (By Ms. Shields) Probably 25.

7 Q Do you know if any of those 25 accounts have -- do
8 any of them have a zero balance?

9 A No.

10 Q Do you know how much money those accounts -- or how
11 much money is owed to BellSouth in those 25 accounts?

12 A \$22,000 plus.

13 Q Ms. Sims, is the purpose of this waiver request to
14 harass Mr. Parks or his tenants?

15 A (By Ms. Sims) No, not in the least. The whole
16 purpose is to -- our rules require us to provide service to
17 individuals who reside at properties where a person who has
18 been there before, who possibly has bad credit, if the new
19 person moves in, we give service to the new person if they
20 don't have a bad credit rate rating or they don't owe us money.
21 And if there are situations where we continue to have problems
22 at properties, or with certain names related to another
23 individual, then we are at a loss with the current rule as far
24 as being able to monitor the situation and not provide service
25 and run up bills. So basically that is the reason for the

1 waiver request.

2 Q Has BellSouth ever previously requested this type of
3 waiver?

4 A No. This is a unique situation and we take it very,
5 very seriously. We have made every effort, and I believe you
6 can see from the file we have made every effort to provide
7 service where requested, and we have investigated, and this is
8 the last resort. We have never done this before.

9 Q Ms. Sims, Mr. Parks made several statements regarding
10 BellSouth's policies when a witness -- I mean, when a tenant
11 tries to obtain service from BellSouth. Does BellSouth
12 normally have a problem when a tenant pays a timely bill?

13 A No. No, we don't.

14 Q Ms. Shields, Mr. Parks referenced a series of
15 corporations. Do you remember him talking about that?

16 A (By Ms. Shields) Yes.

17 Q Do you know, for instance, if Mr. Parks was
18 associated with North Star Industries?

19 A Yes.

20 Q Do you know if he was the registered agent?

21 A Yes.

22 Q Do you know what happened on that account?

23 A I'm sorry, just a minute.

24 MR. PARKS: Excuse me.

25 CHAIRMAN JABER: Do you have an objection, Mr. Parks?

1 MR. PARKS: Is it possible to take a recess so I can
2 use the men's room?

3 CHAIRMAN JABER: Absolutely. We will come back at
4 11:30.

5 MR. PARKS: Okay. Thank you.

6 (Recess.)

7 CHAIRMAN JABER: Mr. Meza, you were finishing
8 redirect.

9 MR. MEZA: Thank you.

10 BY MR. MEZA:

11 Q Ms. Shields, I was asking you about, I believe it was
12 North Star Industries, Inc. Do you remember that?

13 A (By Ms. Shields) Yes.

14 Q And I think you told me that Mr. Parks was a
15 registered agent of that company?

16 A That is correct.

17 Q Do you know if at the time service was requested for
18 this company whether North Star was a valid Florida
19 corporation?

20 A No, it wasn't.

21 Q Do you know how much charges or how much charges were
22 incurred on that account?

23 A \$2,385.91.

24 Q Has any of that amount been paid to BellSouth?

25 A No.

1 Q If you could turn on your exhibit to Page 18 of 25?

2 A Okay.

3 Q Can you tell me what that is, please?

4 A That is a check. Stop payment, do not deposit,
5 written on the North Star Industries account, and it was on an
6 account by Mr. Parks, Anthony E. Parks.

7 Q Okay.

8 A For \$1,000.

9 Q Are you familiar with another company called North
10 Star Landing, or excuse me, Northwest Landing Development?

11 A Yes.

12 Q Do you know if Mr. Parks is related in any way to
13 that company?

14 A Yes, I believe he was a registered agent.

15 Q Okay. Do you know if at the time that company sought
16 to obtain service from BellSouth if it was a valid Florida
17 corporation?

18 A I don't believe it was.

19 Q Do you know if Mr. Parks ever attempted to initiate
20 service by writing a deposit check for it?

21 A I believe so. I have to --

22 Q And I will refer you to number -- on Page 24 of 25 of
23 your exhibit.

24 A Okay. That was Northwest Landing, is that what you
25 were saying?

1 Q Yes, ma'am.

2 A Okay. Yes, it was a \$200 check. The account was
3 closed by -- it was on an account by Aversa and Mr. Parks.

4 Q What about Nova Realty Investments, have you heard
5 about that company?

6 A Yes.

7 Q And do you know how it is related if at all to
8 Mr. Parks?

9 A I believe he was a registered agent on that, also.

10 Q Again the same question, was the company a valid
11 Florida corporation at the time he sought service?

12 A I don't believe so.

13 Q Mr. Parks had a series of questions regarding his
14 tenants, two of which were Christopher Nutter and Nick Aversa.
15 If Mr. Parks had not written checks on or submitted checks on
16 their behalf, would we have been able to identify those
17 accounts as being related to Mr. Parks?

18 A I don't believe so.

19 Q If his tenant does pay or writes an individual check
20 from his own account, we don't necessarily care if Mr. Parks
21 owns the property, do we?

22 A No.

23 Q And if Mr. Aversa or Mr. Nutter, if they are having
24 some credit problems, is that a result of BellSouth's fault?

25 A No, sir.

1 Q The account associated with Mr. Nutter and Mr.
2 Aversa, do they still have outstanding balances?

3 A Yes, they do.

4 Q And when BellSouth receives or is unable to deposit
5 funds, does it inquire with the bank as to when those funds may
6 be available?

7 A No.

8 Q And, in fact, has anyone associated with Mr. Parks
9 after a check has been denied attempted to make another payment
10 on that account?

11 A I don't believe so.

12 Q Ms. Sims, can Mr. Parks or his tenants obtain service
13 from other carriers?

14 A (By Ms. Sims) Yes. Especially in the southeast area
15 there are several alternate local exchange companies providing
16 service. And, of course, there are wireless carriers, also.

17 Q Is either Mr. Parks or any of his tenants that we are
18 aware of and were made subject of this hearing today currently
19 receiving service from BellSouth?

20 A Not that I am aware of.

21 MR. MEZA: I have no further questions. Thank you.

22 CHAIRMAN JABER: Thank you, Mr. Meza. We have
23 Exhibits 1 and 2.

24 MR. MEZA: I would like to move those into the
25 record, please.

1 CHAIRMAN JABER: Okay. Exhibit 1 shall be admitted
2 into the record without objection. Exhibit 2 shall be admitted
3 into the record without objection.

4 MR. PARKS: Which exhibits are we referring to?

5 CHAIRMAN JABER: Exhibit 1 is the confidential
6 exhibit. Exhibit 2, those are the affidavits that you showed
7 the witnesses.

8 MR. PARKS: Right.

9 (Exhibits 1 and 2 admitted into the record.)

10 CHAIRMAN JABER: All right. Staff, that concludes
11 the testimony portion of the hearing. I want to talk to you
12 about what is next, though.

13 Ms. Sims, Ms. Shields, thank you very much for your
14 testimony.

15 MR. PARKS: Am I allowed to testify?

16 CHAIRMAN JABER: No, sir. Remember, you didn't
17 prefile testimony. And as I made clear to you in the
18 prehearing conference and again this morning, you are allowed
19 to cross-examine witnesses. These were the witnesses that we
20 had. But you missed the prefiled testimony filing date, so you
21 did not prefile testimony. Now, I want to make sure, though,
22 we understand what happens next. There are post-hearing
23 filings pursuant to the order on procedure in this case.

24 And, staff, give me the time frames for when those
25 are due. And, Mr. Meza and Mr. Parks, I want to make sure that

1 you all understand what those time lines are, and I want to
2 make sure that you understand how many pages, and what is
3 expected of you and what happens if you do not file.

4 MR. MEZA: May I raise a motion to see if the
5 Commission would be inclined to issue a ruling from the bench
6 to avoid post-hearing briefs?

7 CHAIRMAN JABER: Commissioners, there has been a
8 motion by BellSouth for a bench decision.

9 MR. PARKS: I would object.

10 CHAIRMAN JABER: And an objection by Mr. Parks.

11 COMMISSIONER DEASON: Given that there is an
12 objection, and that it would be beneficial to have a
13 recommendation from staff, I think that we should not have a
14 bench decision.

15 COMMISSIONER PALECKI: I agree with Commissioner
16 Deason, and agree that a bench decision -- I would prefer
17 having the briefs and the staff recommendation.

18 CHAIRMAN JABER: Okay. So based upon a motion by
19 Commission Deason and a second by Commission Palecki, your
20 motion for a bench decision is denied.

21 Ms. Christensen, I am looking at the prehearing
22 order, which is Order Number 010722, and under the post-hearing
23 procedure section, Page 4, I would also note that the same
24 language is in the orders on procedure issued in this case, but
25 basically the post-hearing procedure is that parties are

1 entitled to file 40 pages of a post-hearing brief. Failure to
2 file a post-hearing statement results in a waiver of all issues
3 and a possible dismissal of the procedure.

4 COMMISSIONER DEASON: Let's make sure, they are not
5 required to file 40 pages.

6 CHAIRMAN JABER: That's right.

7 COMMISSIONER DEASON: They cannot exceed 40 pages.

8 CHAIRMAN JABER: That's right.

9 MR. PARKS: Okay. I think I understand that.

10 CHAIRMAN JABER: And if you don't have changes to
11 your positions, you may just file a document that restates your
12 current positions.

13 MR. PARKS: Okay.

14 CHAIRMAN JABER: And what are the dates for filing
15 post-hearing briefs?

16 MS. CHRISTENSEN: Pursuant to the fifth order
17 modifying the order establishing procedure, that is
18 PSC-011771-PCO-TL, the briefs are due to be filed on March 4th,
19 2002.

20 CHAIRMAN JABER: All right. And tentatively you have
21 scheduled a filing of your staff recommendation on when?

22 MS. CHRISTENSEN: I'm not sure on that, Commissioner,
23 if you could give me a moment.

24 CHAIRMAN JABER: Yes, I don't have the CASR in front
25 of me. But what I would like to do, Ms. Christensen, is make

1 sure that the parties are well aware of when you will file the
2 staff recommendation and when it will come to the agenda
3 conference.

4 MS. CHRISTENSEN: Certainly. And if Mr. Parks can
5 wait, we will get that information to him today.

6 CHAIRMAN JABER: Great. And to BellSouth.

7 MS. CHRISTENSEN: As well.

8 CHAIRMAN JABER: All right. Anything further,
9 Mr. Parks?

10 MR. PARKS: Yes. I just want to just clarify
11 something here. You stated that I'm not allowed to testify on
12 my behalf because I didn't file a pretrial disposition or I
13 didn't --

14 CHAIRMAN JABER: You didn't prefile testimony.
15 According to Commission procedures, it's in the rules, it's in
16 the order on procedure that was issued, and we discussed it in
17 the prehearing conference. Anyone wishing to testify, any
18 party that wishes to testify has to prefile testimony so that
19 there are no surprises and there is adequate opportunity for
20 cross-examination.

21 If I analogize it to the benefit you had with
22 BellSouth's testimony, prefiled testimony, you were able to
23 cross-examine from that. That is what your prefiled testimony
24 would have given BellSouth an opportunity to do. Failure to
25 prefile testimony takes away your opportunity to testify.

1 MR. PARKS: But this greatly prejudices my case and
2 my position because I'm not able to defend myself. I mean,
3 yes, I asked her certain questions and she responded, but I
4 didn't understand that that is what -- I thought it was
5 just filing a -- in fact, I thought I file something in
6 response to this. Did I not file something? Is there not
7 something in the file --

8 CHAIRMAN JABER: You're asking me. If you prefiled
9 testimony you would know, Mr. Parks. There is nothing further
10 to come before us. This hearing is concluded. You are welcome
11 to raise anything you would like in your post-hearing filing.

12 MR. PARKS: Okay.

13 CHAIRMAN JABER: This hearing is concluded.

14 (The hearing concluded at 11:37 a.m.)

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1 STATE OF FLORIDA)
2 : CERTIFICATE OF REPORTER
3 COUNTY OF LEON)

4
5 I, JANE FAUROT, RPR, Chief, Office of Hearing Reporter
6 Services, FPSC Division of Commission Clerk and Administrative
7 Services, do hereby certify that the foregoing proceeding was
8 heard at the time and place herein stated.

9 IT IS FURTHER CERTIFIED that I stenographically
10 reported the said proceedings; that the same has been
11 transcribed under my direct supervision; and that this
12 transcript constitutes a true transcription of my notes of said
13 proceedings.

14 I FURTHER CERTIFY that I am not a relative, employee,
15 attorney or counsel of any of the parties, nor am I a relative
16 or employee of any of the parties' attorney or counsel
17 connected with the action, nor am I financially interested in
18 the action.

19 DATED THIS 14TH DAY OF FEBRUARY, 2002.

20

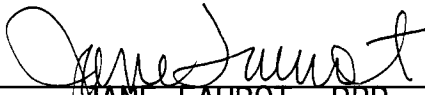
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JANE FAUROT, RPR
Chief, Office of Hearing Reporter Services
FPSC Division of Commission Clerk and
Administrative Services
(850) 413-6732

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The information in this Exhibit is

PROPRIETARY

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 000028-7L EXHIBIT NO. 1
COMPANY/
WITNESS: BellSouth
DATE: 2-4-02

AFFADAVIT OF PETER ALAGANIS

RE: Bell South Petition No. 000028 TL

My Name is Peter Alaganis and I have knowledge in this case.

During March of 1999 I rented from Anthony Parks a condo in one of the buildings He own at 4750 S. Ocean Blvd, Highland Beach, FL.

I had phone service for a short time and I received a call from Pat Shields that She was going to interrupt my service because I rent from Anthony Parks, And that Bell South will not supply service to any properties that Mr. Parks Owns or operates.

I was not delinquent on my bill and I feel that Bell South acted in Bad faith.

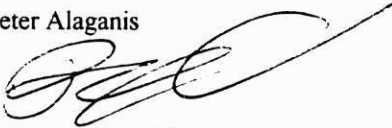
I would appear in person, however based upon short notice I am not able too, However I can be reached by phone if necessary.

Also approximately six months ago I went to purchase a car on credit, and I on my credit report was a back bill to do with this account that I have never Received or else it would have been paid, and it was held against my personal Credit.

I believe that Bell South is acting in Bad Faith!

I hereby state that all statements made are true and correct and are made under Penalty of perjury.

Peter Alaganis



2/3/02

Witness

Anthony Parks

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 000028-TL EXHIBIT NO. 2
COMPANY/
WITNESS. Parks
DATE: 2-4-02

AFFADAVIT OF CHRISTOPHER NUTTER

Bell South Petition No. 000028TL

My name is Christopher Nutter and I have knowledge in this case.

I have rented one of Mr. Parks Units and had phone service in my name of which I only occupied the unit with My former Fiancée' and myself.

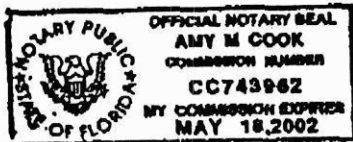
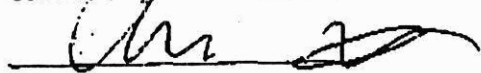
I received a call from Pat Shields stating that she was going to interrupt service Since I rent from Anthony Parks.

Bell South has also placed this on my personal credit file.

I have never received the last bills and as a result it was never paid. It is appears To me that Bell South is acting in bad faith.

SWORN TOO BEFORE ME ON THIS FIFTH DAY OF JANUARY 2002

Christopher Nutter



Affidavit of Nicholas Aversa

Bell South Petition No. 000028 TL

My name is Nicholas Aversa

Re: 561-361-0023

During 1998 and 1999 I rented one of Mr. Parks Unit at 6755 Montego Bay, Boca Raton.

On Numerous occasions I would make payment arrangements on my bills and then I Would always get calls from Pat Shields voiding the arrangements and cutting off The service stating that the individuals who I made the arrangements with did not Have authorization.

Ms. Shields stated that Bell South did not want to supply any tenants of Anthony Parks With phone service.

I have experienced nothing but harassment and frustration with Bell South, and I believe That Bell South is acting in bad faith.

All statements are made under penalty of perjury.

NICK AVERSA



WITNESS



2/4/02